



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Meat and Poultry Inspection Division

W. Alan Wade
State Director

May 1, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Yakub Jacob Adam
Adam Farms, LLC
187 Stiles Packing Lane
Marble, NC 28905

RE: Civil Penalty Assessment for Violations of the
North Carolina Compulsory Meat Inspection Law
G.S. 106-549.23

Dear Mr. Adam;

This letter is in response to your request on April 29, 2014 to reduce the \$1,000.00 civil penalty amount assessed to you on April 15, 2014. After considering your request, the North Carolina Department of Agriculture and Consumer Services, Meat and Poultry Inspection Division is willing to reduce the original civil penalty amount to \$700.00 based on the following conditions:

- (1) The \$700.00 total amount will be paid beginning with an initial \$200.00 payment on or before June 1, 2014, followed by five (5) consecutive monthly payments of \$100.00 each that will be due and payable on or before the 1st of each month.
- (2) the payment schedule is as follows:

\$200.00 due on or before June 1, 2014 ✓
\$100.00 due on or before July 1, 2014 ✓
\$100.00 due on or before August 1, 2014 ✓ 8/6/14
\$100.00 due on or before September 1, 2014 ✓ 8/26/14
\$100.00 due on or before October 1, 2014 ✓ 9/4/14
\$100.00 due on or before November 1, 2014 ✓ 9/30/14

Failure to submit the agreed upon payments totaling \$700.00 on or before November 1, 2014, will result in the entire amount of the original civil penalty amount of \$1,000.00 being due and payable immediately.

Your payment should be by certified check or money order made payable to the North Carolina Department of Agriculture and Consumer Services and mailed to the following address:

NC Department of Agriculture and Consumer Services
Alan Wade, Director
Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, NC 27699-1001

Sincerely,



Alan Wade
State Director

WAW/mb

CC: Joe Reardon, Assistant Commissioner
Tina Hlabse, General Counsel
Barry Bloch, Assistant Attorney General



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Meat and Poultry Inspection Division

W. Alan Wade
State Director

January 6, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jimmy Bustle Jr.
B&B Variety and Discount Grocery
215 West Pennsylvania Avenue
Bessemer City, North Carolina 28016

RE: Civil Penalty Assessment for Violations of the
North Carolina Compulsory Meat Inspection Law
and the North Carolina Poultry Products Law
G.S. § 106-549.23, § 106-539.24 and § 106-549.56

Dear Mr. Bustle:

This letter is to confirm our telephone conversation on January 6, 2015, concerning your Civil Penalty Assessment in the amount of Fifteen Hundred Dollars (\$1,500.00). As agreed upon, this amount will be reduced to One Thousand Dollars (\$1000.00) provided the reduced sum is received by this office on or before January 27, 2016. Failure to submit payment by this date could result in this Civil Penalty Assessment being turned over to collections for recovery of the full original assessment amount.

Your payment should be by certified check or money order made payable to the North Carolina Department of Agriculture and Consumer Services and Mailed to the following address:

NC Department of Agriculture and Consumer Services
Mr. W. Alan Wade, Director
Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, NC 27699-1001

Sincerely,

W. Alan Wade
State Director

WAW/wcp

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

NORTH CAROLINA DEPARTMENT
AGRICULTURE AND CONSUMER
SERVICES, MEAT AND POULTRY
INSPECTION DIVISION

IN THE MATTER OF EUGNE B. COLLINS
ALSO KNOWN AS E.B. COLLINS

CIVIL PENALTY ASSESSMENT FOR VIOLATION OF N.C. COMPULSORY MEAT AND
POULTRY INSPECTION LAWS

SETTLEMENT AGREEMENT

PURSUANT TO N.C. Gen. Stat. 150B-22 and 150B-41(c), which express the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this agreement (the "Agreement") is made and entered into on the date reflected opposite the signature of Dr. Beth Yongue, appearing below on page 3, by and between the North Carolina Department of Agriculture and Consumer Services, Meat and Poultry Inspection Division (hereinafter the "Department") and Eugene B. Collins. (hereinafter "Mr. Collins").

RECITALS:

WHEREAS, on October 11, 2016 Food Compliance Officer Phillip Renshaw visited Bargain Center Grocery in Lincolnton, North Carolina to perform a Planned Compliance Review. Compliance Officer Renshaw inspected the goods being offered for sale to the general public and discovered that the meat and poultry products being offered for sale were bearing an unauthorized U.S.D.A mark of inspection and the meat and poultry products were processed and packaged without the required inspection.

WHEREAS, On October 11, 2016, Mr. Collins, signed a statement dated October 11, 2016 stating that the misbranded meat products were purchased in large packages, which contained the U.S.D.A. mark of inspection and required labeling from A.L. Beck & Sons, Inc. (U.S.D.A. Est. #6639), Winston-Salem, North Carolina.

WHEREAS, Mr. Collins further stated in a signed statement dated October 11, 2016 that he processed, stored, offered for sale and sold the misbranded meat products to the general public in violation of General Statutes §106-549.23, and may be assessed a civil penalty of up to \$5,000.00 per violation.

WHEREAS, on November 3, 2016, the Department assessed Mr. Collins a civil penalty of Three Thousand Dollars (\$3,000.00) for violating General Statutes §106-549.23. Said Civil Penalty was mailed to Mr. Collins on November 3, 2016, certified mail, return receipt requested and received by Mr. Collins on November 7, 2016.

WHEREAS, The department has requested that Mr. Collins pay the said civil penalty in amount of Three Thousand Dollars (\$3,000.00) along with interest in the sum of \$189.45 and a late

payment penalty of \$300.00.

WHEREAS, as a result of settlement conversations and in an effort to resolve this matter to avoid the burden and expense of litigation, the Department and Mr. Collins desire to fully and finally compromise and settle any and all disputes and controversies arising out of or in any way connected with this matter as described above and the issues involved in the above-described claim and dispute.

NOW THEREFORE, for and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Department and Mr. Collins agree as follows:

1. The Recitals set for above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.
2. Mr. Collins shall pay the Department the sum of Three Thousand Four Hundred Eighty-Nine Dollars and Forty-Five Cents (\$3,489.45) in eleven (11) equal monthly payments of Three Hundred Dollars (\$300.00) each and one (1) final payment of \$189.45.
 - a. Each payment shall be due and payable on the fifteenth of the month, with the first payment due on June 15, 2018.
 - b. The Department shall deem Mr. Collins monthly payment as being received timely if Mr. Collins sends his payment by U.S. Mail, First-Class, prepaid, and postmarked by midnight of the fifteenth day of the month in which that payment is due, properly addressed to Janine McLawhorn, NC Department of Agriculture, 1001 Mail Service Center, Raleigh, NC 27699-1001.
3. As further evidence of good faith and as consideration for this Agreement, Mr. Collins agrees to sign and has signed, before a Notary Public, the Confession of Judgment attached as Appendix I to this Settlement Agreement, which is hereby incorporated by reference.
4. The Department hereby agrees that, so long as Mr. Collins complies with the terms of this Agreement, the Department will not institute any civil action against Mr. Collins to collect the sum of money owed as a result of the November 3, 2016 civil penalty or file the Confession of Judgment Mr. Collins has executed and provided to the Department. Further, the Department agrees that it will file the Confession of Judgment, Appendix I, only if Mr. Collins fails to make a monthly payment on time, after giving Mr. Collins notice of his failure to make said payment, and after allowing Mr. Collins three (3) business days to cure his breach by paying the amount due in full.
5. The Department further agrees that, once Mr. Collins has paid his final monthly payment and the Department has received Three Thousand Four Hundred Eighty-Nine Dollars and Forty-Five Cents (\$3,489.45) in satisfaction of the terms of this Agreement,

the Department shall provide to Mr. Collins a document confirming receipt of payment and releasing Mr. Collins from further liability on this Agreement and account. Further, the Department shall provide Mr. Collins with the original of Appendix I unless it has already filed Appendix I with a complaint by reason of Mr. Collins' breach of this Agreement.

6. The Department further agrees to release Mr. Collins from any and all liability arising out of the November 3, 2016 civil penalty upon receipt of the final payment.
7. No party admits or acknowledges any liability to any other party and specifically denies the existence of such liability.
8. No promise or agreement other than those recited above has been made as consideration for the releases and discharges effected by this agreement and the parties will give these releases and discharges for the sole consideration recited above.
9. This Settlement Agreement constitutes the entire agreement of the parties. All prior understandings, representations and agreements are merged in this agreement, and this Settlement Agreement and Release shall not be modified in any manner, except by written instrument signed by both parties.
10. The parties attest that this Settlement Agreement is voluntarily made after ample opportunity to review the document with any individuals, advisors and counsel so desired.
11. This Settlement Agreement and Release shall be governed and interpreted by the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the parties have set their hands and seals on the dates appearing below, by their signatures:

Eugene B. Collins 6/16/18
Eugene B. Collins DATE
7828 Green Cove Court
Denver, NC 28037

Dr. Beth Yongue 07/13/18
Dr. Beth Yongue, Director DATE
NCDA&CS Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, NC 27699-1614

File



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Meat and Poultry Inspection Division

W. Alan Wade
State Director

June 5, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

BargainMax, Inc.
Mr. Doug Hipps
1000 East Sugar Creek Road
Charlotte, NC 27834

RE: Civil Penalty Assessment for Violations of the
North Carolina Compulsory Meat Inspection Law
G.S. 106-549.23

Dear Mr. Hipps:

This correspondence is in response to your requesting a reduction of the \$3,000.00 civil penalty amount assessed to you on March 19, 2014. After considering your request, the North Carolina Department of Agriculture and Consumer Services, Meat and Poultry Inspection Division is willing to reduce the original civil penalty amount to \$2,000.00 based on the following conditions:

(1) The \$2,000.00 total amount will be paid in four (4) consecutive monthly payments of \$500.00 each and will be due and payable on or before the 1st of each month.

(2) the payment schedule is as follows:

\$500.00 due on or before July 1, 2014 ✓

\$500.00 due on or before August 1, 2014 ✓

\$500.00 due on or before September 1, 2014 ✓

\$500.00 due on or before October 1, 2014 ✓

Failure to submit the agreed upon payments totaling \$2,000.00 on or before October 1, 2014, will result in the entire amount of the original civil penalty of \$3,000.00 being due and payable immediately.

Your payment should be by certified check or money order made payable to the North Carolina Department of Agriculture and Consumer Services and mailed to the following address:

NC Department of Agriculture and Consumer Services
Alan Wade, Director
Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, NC 27699-1001

Sincerely,



Alan Wade
State Director

WAW/mb

CC: ✓ Joe Reardon, Assistant Commissioner
✓ Tina Hlabse, General Counsel
✓ Barry Bloch, Assistant Attorney General



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Meat and Poultry Inspection Division

Dr. Beth Yongue
State Director

November 20, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Billy Sipasert
Billy Asian Market
2350 US Highway 29
China Grove, NC 28323

RE: CIVIL PENALTY ASSESSMENT FOR VIOLATIONS
OF THE MEAT AND POULTRY INSPECTION LAWS
G.S. § 106-549.23

Dear Mr. Sipasert,

This letter is to confirm our telephone conversation on November 17, 2017, concerning your Civil Penalty Assessment in the amount of One Thousand Dollars (\$1,000). As agreed upon, your payments may be made in three installments.

The first payment of (\$400.00) will be due on the 10th of December 2017.

The second payment of (\$300.00) will be due on the 10th of January 2018.

The third payment of (\$300.00) will be due on the 10th of February 2018.

Failure to submit payments by these dates could result in this Civil Penalty Assessment being turned over to collections for recovery.

Your payment should be by certified check or money order made payable to the North Carolina Department of Agriculture and Consumer Services and mailed to the following address:

NC Department of Agriculture and Consumer Services
Dr. Beth Yongue, Director
Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, NC 27699-1001

Sincerely,

Dr. Beth Yongue
State Director

cc: Mr. Joe Reardon, Assistant Commissioner
Ms. Tina Hlabse, General Counsel
Mr. Chris McLennan, Assistant Attorney General



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Meat and Poultry Inspection Division

W. Alan Wade
State Director

October 5, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Gregory Hamm
Chef Hamm Inc. dba P.G. Werth's Restaurant and Market
504 Forest Drive
Sanford, North Carolina 27330

RE: Civil Penalty Assessment for Violations of the
North Carolina Compulsory Meat Inspection Law
and the North Carolina Poultry Products Law
G.S. § 106-549.23 and § 106-549.56

Dear Mr. Hamm:

This letter is to confirm our telephone conversation on September 29, 2016, concerning your Civil Penalty Assessment in the amount of Thirty-Five Hundred Dollars (\$3,500.00). As agreed upon, this amount will be reduced to Two Thousand Dollars (\$2,000.00) provided the first payment of Two Hundred Dollars (\$200.00) is received by this office on or before the 10th of November, 2016.

The second payment of (\$200.00) will be due on the 10th of December, 2016.

The third payment of (\$200.00) will be due on the 10th of January, 2017.

The fourth payment of (\$200.00) will be due on the 10th of February, 2017.

The fifth payment of (\$200.00) will be due on the 10th of March, 2017.

The sixth payment of (\$200.00) will be due on the 10th of April, 2017.

The seventh payment of (\$200.00) will be due on the 10th of May, 2017.

The eighth payment of (\$200.00) will be due on the 10th of June, 2017.

The ninth payment of (\$200.00) will be due on the 10th of July, 2017.

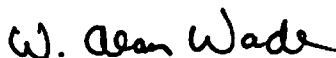
The tenth payment of (\$200.00) will be due on the 10th of August, 2017.

Failure to submit payments by these dates could result in this Civil Penalty Assessment being turned over to collections for recovery of the full original assessment amount.

Your payment should be by certified check or money order made payable to the North Carolina Department of Agriculture and Consumer Services and Mailed to the following address:

NC Department of Agriculture and Consumer Services
Mr. W. Alan Wade, Director
Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, NC 27699-1001

Sincerely,



W. Alan Wade
State Director

WAW/wcp

cc: Mr. Joe Reardon, Assistant Commissioner
Ms. Tina Hlabse, General Counsel
Mr. Chris McLennan, Assistant Attorney General

COUNTY OF STANLY

Respondents.

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SETTLEMENT AGREEMENT

Whereas, on October 16, 2013, Georgia Department of Agriculture and U.S.D.A., F.S.I.S., Office of Investigations, Enforcement and Audits, detained the misbranded, non-inspected and/or adulterated beef quarters, goat and lamb carcasses delivered by Respondents to

Desi Bazaar Halal Meats, 2785 Cruse Road NW #10, Georgia 30044, in the State of Georgia.

Whereas, on October 16, 2013, U.S.D.A., F.S.I.S., Office of Investigations, Enforcement and Audits, Senior Investigator Kenneth Cash sealed (Seal Number 213379) ("Inv. Cash") the Respondents' delivery truck that contained the misbranded, non-inspected and/or adulterated beef quarter, goat and lamb carcasses. Inv. Cash then explained to "Abraham," the driver of Respondents' delivery truck, about the U.S.D.A. truck seal policy and instructed him to transport the misbranded, non-inspected and/or adulterated beef quarters, goat and lamb carcasses back to Respondents for disposition/re-inspection of the beef quarters, goat and lamb carcasses.

Whereas, on October 17, 2013, at approximately 1:10 A.M., North Carolina Department of Agriculture and Consumer Services (N.C.D.A. & C.S.), Meat and Poultry Inspection Division (M.P.I.D.), Food Compliance Officer Ray Sloan ("CO Sloan") and N.C.D.A. & C.S. M.P.I.D. Area IV Supervisor John Horne Jr. ("Sup. Horne") met the Respondents' delivery truck at Respondents' facility, Est. # 31795, at 36117 Rocky River Springs Road, Norwood, North Carolina 28128, and found that said truck contained the misbranded, non-inspected and/or adulterated beef quarters, goat and lamb carcasses and was sealed (Seal Number 213379) by U.S.D.A., F.S.I.S. Inv. Cash.

Whereas, on October 17, 2013, at approximately 9:00 A.M., CO Sloan, N.C.D.A. & C.S., M.P.I.D., Agriculture Program Specialist Rick Phillips ("Spec. Phillips") and Sup. Horne visited Respondents' establishment to perform re-inspection on the misbranded, non-inspected and/or adulterated beef quarters, goat and lamb carcasses and observed that the beef quarters, goat and lamb carcasses (hereinafter, "product"). Said product had been loaded onto the floor of the Respondents' delivery truck and was found to be adulterated and/or contaminated with fecal material, dirt, leaves, etc. They also found that the load of beef quarters, goat and lamb carcasses had been transported without proper temperature controls, resulting in that product being in an "off condition," giving off an odor.

Whereas, on October 17, 2013, Spec. Phillips and Sup. Horne met with and instructed Respondent Zafer Kafozi, (hereinafter "Respondent Kafozi") Owner & President of Respondent Halal Meat Slaughter House, Inc., ("Respondent HMSH") to unload/transport the misbranded, non-inspected and/or adulterated beef quarters, goat and lamb carcasses to a walk in cooler located at Respondents' establishment for Re-inspection. The product consisted of approximately eight (8) beef quarters, one hundred seventeen (117) goat carcasses and nine (9) lamb carcasses (hereinafter, "Product Part A"). Product Part A was moved to the establishment's walk in cooler and re-inspected. Out of all of Product Part A, sixty (69) goat carcasses and eight (8) beef quarters passed inspection and were approved for shipment; the rest of Product Part A failed inspection.

Whereas, on October 18, 2013, at approximately 7:00 A.M., Respondent Kafozi informed CO Sloan, Spec. Phillips and Sup. Horne that the walk in cooler where Product Part A was being stored broke down during the night of October 17, 2013.

Whereas, on October 18, 2013, Respondent Kafozi voluntarily destroyed all of Product Part A that was being stored in the walk in cooler located at Respondents' establishment on the night of October 17, 2013.

Whereas, on October 18, 2013, at approximately 10:30 A.M., Spec. Phillips and Sup. Horne continued performing re-inspection on the remaining beef quarters, goat and lamb carcasses that were still being stored in Respondents' delivery truck (hereinafter "Product Part B").

Whereas, CO Sloan reviewed Respondents' various H.A.C.C.P. records (B.S.E. and Specified Risk Material) and slaughter records for October 10, 2013, thru October 15, 2013. In the course of this review CO Sloan could not match any of Respondents' various H.A.C.C.P. and slaughter records totals to the total amount of beef quarters, goat and lamb carcasses delivered/transported to the various retail stores located in the State of Georgia. CO Sloan concluded from said review that Respondent Kafozi failed to keep accurate and legible HACCP and custom records for said dates, which coincide with the Muslim festival of Eid al-Adha ("Feast of the Sacrifice").

Whereas, Respondent Kafozi stated in a signed statement dated October 17, 2013, that:

- a) he slaughtered, processed, transported, stored, offered for sale and sold misbranded, non-inspected (no mark of inspection or required labeling) and adulterated (contaminated with fecal material, dirt and leaves) beef quarters, goat and lamb carcasses to various retail stores and to the general public in the State of Georgia;
- b) the refrigeration on his delivery truck broke down while said truck was returning to his establishment in North Carolina, after the beef quarters, goat and lamb carcasses were detained by the Georgia Department of Agriculture and sealed by Inv. Cash; and
- c) he does not know how long the refrigeration was off or the temperature of the product while in transport on his truck.

Whereas, on October 17, 2013, Respondent Kafozi was issued an on-site cease and desist letter (Form C&E 20) for the slaughtering, processing, transporting, storing, offering for sale and selling misbranded, non-inspected and/or adulterated beef quarters, goat and lamb carcasses to various retail stores and the general public in the State of Georgia.

Whereas, Respondents were found to be slaughtering, processing, storing, transporting, offering for sale and/or selling of misbranded, non-inspected and/or adulterated meat products without the benefit of Federal (U.S.D.A.) Inspection in violation of North Carolina General Statutes §§ 106-549.17 and 106-549.23 and may be assessed a civil penalty of up to five thousand (\$5,000.00) dollars per violation under General Statute § 106-549.35 (c).

Whereas, the Commissioner of Agriculture, pursuant to North Carolina General Statute §106-549.35 (c), has the authority to assess civil penalties in this matter and said authority has been delegated to Mr. W. Alan Wade, Director, Meat and Poultry Inspection Division ("Dir. Wade") by the Commissioner of Agriculture pursuant to General Statute § 143B-10(a).

Whereas, on February 19, 2014, Dir. Wade assessed a civil penalty against Respondent Kafozi in the amount of ten thousand dollars (\$10,000.00) for violating North Carolina General Statutes § 106-549.17 and 106.549.23.

Whereas, the Complainant properly notified the Respondents of their right to appeal this agency action by submitting a written petition to the North Carolina Office of Administrative Hearings pursuant to Art. 3 of the North Carolina Administrative Procedure Act, but Respondents declined to do so and, by entering into this Settlement Agreement, hereby expressly waive that right.

SETTLEMENT TERMS

WHEREAS the parties desire to resolve these matters without litigation.

NOW THEREFORE, the parties agree as follows:

- 1) As consideration Respondents have signed Appendix A, a Confession of Judgment in favor of the Complainant for the sum of ten thousand dollars (\$10,000.00) or the unpaid portion thereof. The Complainant shall not file said Confession of Judgment with the Superior Court of the county in which the Respondents reside or locate their principal place of business unless the Respondents violate this settlement agreement by:
 - a. Committing another violation of the laws and/or rules enforced by the Meat and Poultry Inspection Division, specifically but not limited to Articles 49B and 49C of the North Carolina Mandatory Meat and Poultry Inspection Laws, or failing to carry out any obligation established in this Settlement Agreement;
or
 - b. Failing to pay the sum of five thousand dollars (\$5,000.00) to the Complainant as provided below.
- 2) Complainant hereby reserves the right to forego filing Appendix A, the Confession of Judgment, against the Petitioners if it finds a good reason to refrain from doing so. However, if Complainant in the sound exercise of its discretion refrains from filing Appendix A, this is not a waiver of its right to do so later;

- 3) Respondents hereby acknowledge that they have waived their right to petition the North Carolina Office of Administrative Hearings for review of the Complainant's civil penalty assessment, described above, and, should they raise such right in the future as a defense or bar to the Complainant's efforts to collect the sums they have agreed to pay, set forth herein, this settlement agreement shall constitute their admission of such waiver. Further, they hereby agree that said admission shall be admissible in any court or hearing having jurisdiction to decide issues of fact or law pertaining to the Complainant's rights to collect its civil penalty assessment or exercise any other right or remedy against them as provided by law; and
- 4) Respondents further agree not to commit any other violations of the North Carolina Meat and Poultry Inspection Laws, articles 49B and 49C.
- 5) The Respondents shall pay the sum of five thousand dollars (\$5,000.00) to the Complainant within ten calendar days of the date Respondents sign and execute this Settlement Agreement. Said payment will be deemed late if it is sent by U.S. Mail or commercial courier and the envelope is postmarked with a date later than the tenth day in which the payment is due. If the Respondents fail to make said payment on time, the entire unpaid amount, ten thousand dollars (\$10,000.00) shall be due and payable immediately. The Complainant may reduce that unpaid amount to a civil judgment by filing Appendix A, Respondents' Confession of Judgment, as described above;

In return, the Complainant hereby agrees as follows:

- 1) Complainant agrees not to file Respondent's Confession of Judgment, Appendix A, unless Respondents violate this Settlement Agreement;

- 2) Complainant hereby agrees that, if Respondents comply with the Settlement Agreement completely and commits no violations of the North Carolina Meat and Poultry Inspection Laws for three years from the date the Settlement Agreement is signed by both parties, the Complainant will return Appendix A, the original Confession of Judgment, to the Complainant for cancellation;

The parties mutually agree to act in good faith in the implementation of this Agreement. The parties agree to bear their own attorneys fees and costs. It is understood between the parties that this Agreement contains the entire agreement between the parties hereto regarding the matters set forth, and it supersedes all previous negotiations, discussions and understandings regarding such matters. It is further understood that the Respondents' duties and obligations under this Settlement Agreement shall survive and continue in force and effect after the sale, transfer, acquisition, bankruptcy and/or administrative dissolution of Respondent Halal Meat Slaughter House, Inc., and that any liability for payments established by this Settlement Agreement or arising from filing, entry and execution of Appendix A is joint and several liability of the two Respondents.

The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed by all signatories hereto.

The effective date of this Agreement will be the date on which it has been executed by all parties as shown on the signature lines below.

North Carolina law shall govern the interpretation and enforcement of this Agreement.

IN TESTIMONY WHEREOF, the parties have set their hands and seals on the dates

indicated below:

RESPONDENT ZAFER KAFOZI, IN HIS INDIVIDUAL CAPACITY



ZAFER KAFOZI

Date: 5/23/14


RESPONDENT HALAL MEAT SLAUGHTER HOUSE, INC.



ZAFER KAFOZI, PRESIDENT & SOLE-SHAREHOLDER

Date: 5/23/14

ATTORNEY FOR COMPLAINANT



Barry H. Bloch
Assistant Attorney General
N.C. Department of Justice

Date: 5/28/14

FOR COMPLAINANT:

W. Alan Wade

W. ALAN WADE
Director, Meat and Poultry Inspection Division
North Carolina Department of Agriculture & Consumers Services

Date: 5/28/14

**IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
Case No.: _____**

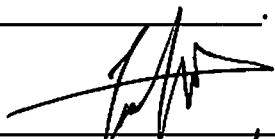
(APPENDIX A)

During an inspection conducted on _____, 201____, Plaintiff's officers discovered that Defendants had failed to meet their obligations under said Settlement Agreement by committing the violations set forth in the report issued by the Plaintiff, which is attached hereto and incorporated by reference.

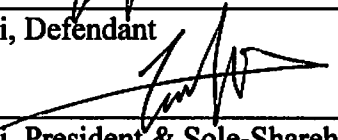
Or

On _____, 2014, Defendants failed to make a scheduled payment of their civil penalty in the amount of five thousand dollars (\$5,000.00) and have, since that date, refused to pay said sum as provided and agreed to in their Settlement Agreement. The unpaid balance at that time was _____.

Pursuant to this Confession of Judgment, the Respondents have hereby agreed that the Plaintiff is entitled to judgment in the amount of _____.

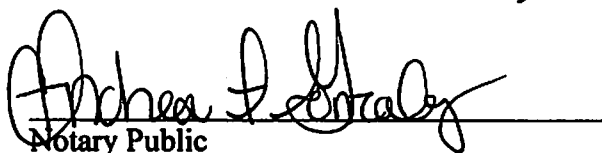


Zafer Kafozi, Defendant SEAL

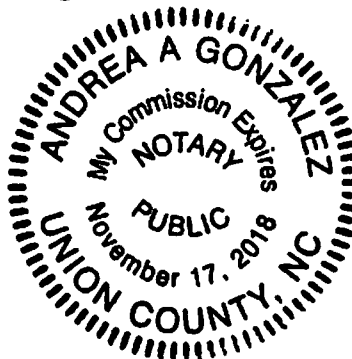


Zafer Kafozi, President & Sole-Shareholder of
Halal Meat Slaughter House, Inc., Defendant SEAL

Sworn to and subscribed before
me this 23 day of may, 2014.



Notary Public



Upon the foregoing confession of judgment, IT IS THEREFORE ORDERED that judgment is entered for Plaintiff against Defendant in the sum of ten thousand dollars (\$10,000.00), with interest to run from _____, 201____, together with the costs in the sum of \$ _____. Said judgment amount is reduced and Defendant is given credit for payment of the sum of \$ _____, which Plaintiff hereby acknowledges receipt of prior to filing of this Confession of Judgment.

This the _____ day of _____, 201_____.

Clerk of Court

COUNTY OF GRANVILLE

In Re: Harold R. Newby

In Re: Harold R. Newby

SETTLEMENT AGREEMENT

RECITALS

Harold R. Newby (the “Mr. Newby”) and the North Carolina Department of Agriculture and Consumer Services (the “Department”) desire to fully and finally settle this and all other disputes and controversies surrounding Mr. Newby’s operation of an unlicensed slaughter facility and desire to affect a full and final settlement solely in order to avoid the burden and expense of continued litigation.

Whereas, the Department received information alleging that the slaughter, processing, and selling of non-inspected pork meat products was being conducted at by Mr. Harold Newby 3692 Herbert Faucette Road, Bullock, North Carolina. On March 13, 2014, at approximately 8:30 a.m., North Carolina Department of Agriculture & Consumer Services (NCDA & CS), Meat & Poultry Inspection Division (MPID), Food Compliance Officers Daniel Moody, Jr. (here in after FCO Moody), Marvin Lackman (here in after FCO Lackman), and Willis Craig Philyaw (here in after FCO Philyaw) accompanied by Crime Scene Investigator Steven E. Hayes of the Granville County Sheriff's Department arrived at the property of Mr. Harold Newby, 3692 Herbert Faucette Road, Bullock, North Carolina, 27507 and executed a search warrant on behalf of the Department.

Whereas, upon entering the property, FCO's Moody, Lackman, and Philyaw observed

and photographed the location and conditions being used by Mr. Harold R. Newby to slaughter, process, and sell misbranded and/or adulterated pork meat products to the general public.

Whereas, FCO's Moody, Lackman, and Philyaw spotted one hog, weighing approximately two hundred fifty (250) pounds, hanging from a boom attached to the back of a John Deere tractor. This non-inspected animal was in the process of being skinned by two males. The tractor was backed to the door of a tin building approximately 30 ft. by 40 ft. with a concrete floor. A large cardboard box collapsed together was under the swine being skinned to help catch the blood dripping from the animal. The door to the tin building remained open, during the skinning process of the animal, allowing dirt, dust, insects from the outside environment to land/fall on the non-inspected hog (swine) being slaughtered.

Whereas, inside the 30 ft X 40 ft tin building FCO's Moody, Lackman, and Philyaw observed a room being used as a processing room for Mr. Harold Newby to process (debone, cutup, grind, etc.) the swine he slaughters, without the benefit of N.C.D.A. (State) or U.S.D.A. (Federal) inspection, to offer for sale and sell to the general public.

Whereas, inside the processing room FCO's Moody, Lackman, and Philyaw saw one (1) non-inspected swine that had already been deboned and cutup earlier that morning, without the benefit of N.C.D.A. (State) or U.S.D.A. (Federal) inspection, and several pieces of unsanitary equipment and unsanitary conditions throughout the non-inspected processing room.

Whereas, inside the processing room of the 30 ft X 40 ft tin building the following unsanitary condition were observed:

- a. The meat band saw that was contaminated with fat, blood build-up, peeling paint and rust from previous day(s) usage.
- b. The grinder had a piece of cardboard box lying in the top tray and it was contaminated with grease from previous day(s) usage.

- c. The grinder tray and head were rusty and contaminated with meat scraps and fat build-up from previous day(s) usage.
- d. No sinks or evidence that any hot water was available.
- e. The only water observed in the processing room appeared to have some type of detergent or dish washing liquid in it.
- f. Upright refrigerators/freezers had dried blood and rust build-up from previous day(s) usage.
- g. Cutting tables that had numerous deep cuts from knives and appeared to be contaminated with fat and meat build-up from previous day(s) usage and the ceramic was worn off.
- h. Numerous types of chemicals and oil based products, (bleach, WD-40, Comet, Brake Fluid, Dawn dishwashing detergent, tube grease, motor oil, etc), were being stored in the direct area where pork products were being processed.
- i. Wooden handle hammers with rusty heads and a large knife with a rusty blade and duck tape on the handle were being stored next to one of the cutting boards.
- j. Hand meat saws with wooden handles and rusty blades were hanging on the front wall of the building next to grease guns and other hand tools.
- k. Knives were being stored between the tin and wood 2x4 supports.
- l. Blue plastic round containers were setting on the floor containing non-inspected pork trimmings.
- m. A plastic work apron with blood and fat residue was hanging from a nail on the front wall.
- n. The concrete floor had fat, dried blood and dirt build-up from previous day(s) usage.
- o. The ceiling was open and had a large amount of spider webs and other various

personal and farm tools being stored over top of the non-inspected pork products being processed.

Whereas, FCO's Moody, Lackman, and Philyaw observed two up-right refrigerators / freezers in the next room of the 30 ft X 40 ft tin building that were rusty and had dried blood from previous day(s) usage. They identified eleven (11) tubes of sausage stuffed in a brown cloth sacks in one of the two refrigerators.

Whereas, FCO's Moody, Lackman, and Philyaw observed a white wood storage building approximately 12 ft X 12 ft was being used as a salt curing and contained a wooden box with approximately two hundred and fifty (250) pounds of salted pork heads and pork tails that were contaminated with hair.

Whereas, FCO's Moody, Lackman, and Philyaw interviewed Mr. Harold R. Newby in reference to his alleged slaughtering and selling of misbranded/non-inspected and/or adulterated pork meat products to the general public.

Whereas, Mr. Harold R. Newby stated in a signed statement dated March 13, 2014, that he has been slaughtering, processing, storing, offering for sale, and selling (without the benefit of N.C.D.A. or U.S.D.A. inspection), three to four swine carcasses per week for the past forty (40) years in which he slaughtered and processed into pork sausage and various other pork products.

Whereas, Harold R. Newby granted verbal permission for FCO's Moody, Lackman, and Philyaw to inspect a scald vat and hog pens located on property owned by Mr. Harold R. Newby on Herbert Faucette Road, Bullock, North Carolina 27507.

Whereas, FCO's Moody, Lackman, and Philyaw found that the scald vat was suspended over an open pit so wood could be placed underneath to heat the water. The scald vat water was filled with hair, a large amount of rust, and other debris from the open air pit. The scald vat did not have a drain plug or did not appear to have any other way to drain the rusty and filthy water

from the vat.

Whereas, FCO's Moody, Lackman, and Philyaw observed a wooden platform that was used to shave the hair from the swine, this wooden platform had blood stains and hair from previous day(s) usage. Hair was scattered all around the scald vat on the ground from previous day(s) usage.

Whereas, on June 30, 2014, the Department issued to Mr. Newby a civil penalty assessment finding that Mr. Newby had been found to be slaughtering, processing, storing, offering for sale and/or selling misbranded/ non-inspected and/or adulterated pork meat to the general public. In addition, the unsanitary conditions in the location/facility were such that all products slaughtered, processed, or stored, would be rendered adulterated in violation of N.C. General Statutes §§ 106-549.17, 106-549.23;

Whereas, in its civil penalty assessment, the Department imposed upon Mr. Newby a civil penalty of eight thousand dollars (\$8,000.00) for violation of N.C. General Statutes §§ 106-549.17 and 106-549.23; and

Whereas Mr. Newby denies he is guilty of any willful violation of the above-referenced laws and regulations and their consent to the terms of this Agreement is made in order to timely resolve this matter and shall not be constituted as an admission of guilt, as to any of the violations alleged herein.

WHEREAS the parties desire to resolve these matters without further litigation.

NOW THEREFORE, the parties agree as follows

- 1) The parties further understand and agree that Mr. Newby may use the slaughtering and processing equipment only for the slaughtering or processing of animals of his own raising, and the preparation by them and transportation in intrastate commerce of the carcasses, parts thereof, meat and meat food products of

such animals exclusively for use by them and members of their households and their nonpaying guests and employees, as provided in N.C. Gen. Stat. § 106-549.27(a)(1);

- 2) Mr. Newby hereby agrees to pay the sum of five thousand dollars (\$5,000.00) to the Department as consideration for this Settlement Agreement. The parties agree and acknowledge that the Department is required by law to turn said payment over to the Department of Public Instruction. Mr. Newby may pay this sum in eleven monthly installments of four hundred and sixteen dollars and sixty-seven cents (\$416.67) and a final payment of four hundred and sixteen dollars and sixty-three cents (\$416.63) due on the first day of each month, beginning on October 1, 2014. A monthly payment is late and Mr. Newby is in breach of this Settlement Agreement if payment is received after 5:00 p.m. of the date due. Receipt of payment in an envelope postmarked or otherwise dated by commercial courier or the U.S. Postal Service on or before the date due, which is received after the date due, shall be deemed to be on time;
- 3) As further consideration Mr. Newby has signed Appendix A, a Confession of Judgment in favor of the Department for the sum of five thousand dollars (\$5,000.00). The Department shall not file said Confession of Judgment with the Court unless the Mr. Newby violates this settlement agreement by:
 - a. Failing to pay the \$5,000.00 within the time and according to the terms provided in this Settlement Agreement;
or
 - b. Committing another violation of the laws and/or rules enforced by the Meat and Poultry Inspection Division, specifically but not limited to Articles 49B and 49C of the North Carolina Mandatory Meat and Poultry Inspection Law.

4) Respondent may deem Mr. Newby to be in breach of this Settlement Agreement upon finding:

- a. Mr. Newby has failed to make timely payment; if Mr. Newby finds he lacks sufficient funds to make a monthly payment, he shall notify the Respondent before payment is due and request that the payment be rolled over to the next month.
- b. The following month Mr. Newby shall bring his payments up to date (paying double the usual monthly payment) unless he has received permission from the Respondent to pay less than double the monthly payment, \$833.34.
- c. Failure to make payment in full each month without prior notification to the Respondent shall constitute a material breach of this Settlement Agreement;
- d. If the Respondent files the Confession of Judgment for such breach or any other breach of this Settlement Agreement, it shall not excuse Mr. Newby from his continuing obligation to make monthly payments.
- e. When it files the Confession of Judgment, the Judgment shall reflect and give credit for payments made up to date of filing of the Confession of Judgment against the amount of \$5,000.00.
- f. There is no interest charged on the unpaid balance and no penalty for early payment.

5) Respondent hereby reserves the right to forego filing Appendix A, the Confession of Judgment, against the Mr. Newby if it finds a good reason to refrain from doing so.

However, if Respondent in the sound exercise of its discretion refrains from filing Appendix A, this is not a waiver of its right to do so later;

- 6) Mr. Newby hereby waives his right to a hearing contesting the civil penalty assessment in the North Carolina Office of Administrative Hearings;
- 7) Mr. Newby hereby agrees not to offer any land that he owns, rents, or controls, together or separately, as a place to slaughter and/or process animals for food, except as provided by law for animals of his own raising, to be fed to his own family, employees or non-paying guests;
- 8) Mr. Newby hereby promises and grants to the Department the right to enter the property located at 3692 Herbert Faucette Road, Bullock, NC, and all other properties that he currently owns, either jointly or individually, leases or has use of. Mr. Newby shall, within five days after Mr. Newby's execution of this Settlement Agreement, provide to the Department a list of all the properties he currently owns, leases or has use of, both jointly or individually, including the properties' street address or gps coordinates. Mr. Newby shall provide to the Department a list of all said properties, Appendix B, which is attached hereto and incorporated herein by reference.

Respondent's right to enter and to inspect those properties and their buildings shall be without notice, at any time (24/7). Mr. Newby further promises and agrees that, upon purchasing, leasing or otherwise receiving the use and/or control of any other parcels of land in the State of North Carolina after their execution of this agreement, they shall:

- a) notify the Department within forty-eight hours of receiving access to or control of said parcels of land;
- b) grant Department the same right of entry and inspection thereto; and

- c) provide the Department with the newly acquired land parcel's address or
gps coordinates.
- 9) The Department hereby agrees that the right to conduct such inspections shall not
include the right to enter and inspect any building on any of the properties mentioned
herein that are used solely as human habitation; and
- 10) Mr. Newby further agrees not to commit any other violations of the North Carolina
Meat and Poultry Inspection Law, articles 49B, 49C and 49H.
- 12) In return, the Department hereby agrees as follows:
 - a. The Department accepts five thousand dollars (\$5,000.00) in compromise of
its civil penalty assessment in order to settle this matter;
 - b. The Department agrees not to file Mr. Newby's Confession of Judgment,
Appendix A, unless Mr. Newby violates this Settlement Agreement;
 - c. The Department hereby agrees that, if Mr. Newby complies with the
Settlement Agreement completely and commits no violations of the North
Carolina Meat and Poultry Inspection Law from the date the Settlement
Agreement is signed by both parties and for twelve months thereafter, the
Department will return the original Confession of Judgment to Mr. Newby for
cancellation;
- 13) In the alternative, if, following signing and execution by both parties of the
Settlement Agreement, Mr. Newby:
 - a) applies for a license to operate a custom slaughter facility; and
 - b) receives a license to operate a custom slaughter facility; and
 - c) opens a licensed custom slaughter facility; and

d) continues to operate a licensed custom slaughter facility for one year after receiving that license,

the Department will return the original Confession of Judgment to Mr. Newby for cancellation;

14) Upon receipt of the final payment bringing Mr. Newby's payments up to \$5,000.00, the Department shall surrender Appendix A, the original of Petitioner's Confession of Judgment, to Mr. Newby, unless Appendix A has been filed with the Clerk of Court of the county in which Mr. Newby resides.

The parties mutually agree to act in good faith in the implementation of this agreement.

The parties agree to bear their own attorneys fees and costs. It is understood between the parties that this Agreement contains the entire agreement between the parties hereto regarding the matters set forth, and it supersedes all previous negotiations, discussions and understandings regarding such matters.

The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed by all signatories hereto.

The effective date of this Agreement will be the date on which it has been executed by all parties as shown on the signature lines below.

North Carolina law shall govern the interpretation and enforcement of this Agreement.

IN TESTIMONY WHEREOF, the parties have set their hands and seals on the dates

indicated below:

Harold R. Newby
HAROLD R. NEWBY

Date: 8-6-2014

ATTORNEY FOR NCDA&CS

Barry H. Bloch
Barry H. Bloch
Assistant Attorney General
N.C. Department of Justice

Date: 8/8/2014

FOR RESPONDENT:

W. Alan Wade
W. Alan Wade
Director, Meat and Poultry Inspection Division
North Carolina Department of Agriculture & Consumers Services

Date: 8-6-2014

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
Case No.: _____

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, MEAT & POULTRY
INSPECTION DIVISION,

Plaintiff,

v.

HAROLD R. NEWBY,

Defendant

JUDGMENT

Defendant now deposes and say that he is a resident of Granville County, North Carolina, and authorizes the Court to enter judgment in favor of Plaintiff in the sum of five thousand dollars (\$5,000.00), with interest from _____, 2014.

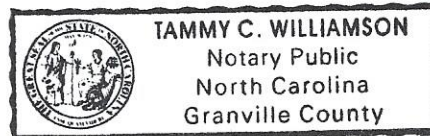
Defendants may become liable to Plaintiff in this amount because he entered into a Settlement Agreement with Plaintiff on _____, 2014, to settle and resolve civil penalties issued against him by the N.C. Department of Agriculture and Consumer Services for having operated an unlicensed, uninspected animal slaughter and processing facility in violation of the N.C. Mandatory Meat Inspection Law, upon discovering Defendants' use of Defendant's property and buildings for those purposes on March 13, 2014.

The Parties resolved the matter pursuant to the above-referenced Settlement Agreement, which is attached hereto and incorporated by reference. In said Settlement Agreement the Defendants promised to comply with the referenced statutes and regulations by rendering the property and buildings unsuitable for the slaughter and processing of animals for food. Defendants also agreed in said Settlement Agreement to execute this Judgment in favor of the Plaintiff. As full and fair consideration for said promises and actions, the parties agreed that the Plaintiff would not file and execute upon this Judgment unless and until it found that the Defendant had violated the North Carolina Mandatory Meat Inspection laws or otherwise failed to comply with the terms and obligations of said Settlement agreement.

On _____, 20____, Plaintiff's officers discovered that _____ Defendant had failed to meet his obligations under said Settlement Agreement by committing the violations set forth in the report issued by the Plaintiff, which is attached hereto and incorporated by reference.

Harold R. Newby
Defendant

Sworn to and subscribed before
me this 6th day of Aug., 2014.



Tammy C. Williamson
Notary Public

my commission Expires: Aug. 12, 2017

Upon the foregoing confession of judgment, IT IS THEREFORE ORDERED that judgment is entered for Plaintiff against Defendant in the sum of five thousand dollars (\$5,000.00), with interest to run from _____, 2014, together with the costs in the sum of \$ _____. Said judgment amount is reduced and Defendant is given credit for payment of the sum of \$ _____, which Plaintiff hereby acknowledges receipt of prior to filing of this Confession of Judgment.

This the _____ day of _____, 20____.

Clerk of Court

January 08, 2015
Harold R. Newby
3692 Herbert Faucette Road
Bullock, North Carolina 27507

I, Mr. Harold R. Newby, (D.O.B. 10-19-1937), 3692 Herbert Faucette Road, Bullock, North Carolina provide the following information in regards to the settlement agreement #8. I own the following property at 3692 Herbert Faucette Road, Bullock, North Carolina, GPS Coordinates (N 36.29.755 & W 078 33.761) and a parcel of land where I scald hogs, that does not have a street address, GPS Coordinates (N 36.29.580 & W 078.33.622). I do not own, lease or have use of any other parcels of land.

Harold R. Newby
HAROLD R. NEWBY

for Harold Newby
settlement agreement

JAN 14 2015
NCDASIS
MEAT & POULTRY INSPECTION



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Meat and Poultry Inspection Division

Dr. Beth Yongue
State Director

January 22, 2018

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Kevin Dale Stevens
920 Bryant Road
Mount Airy, NC 27030

Dear Mr. Stevens,

Regarding your October 27, 2017 civil penalty assessment, attached is a signed copy of the settlement agreement. Your payment of \$2,000.00 is due by February 22, 2018 and should be mailed to:

NC Department of Agriculture & Consumer Services
Meat and Poultry Inspection Division
Attn: Dr. Beth Yongue
1001 Mail Service Center
Raleigh, NC 27699-1001

If you have questions, feel free to call our office at 919-707-3180.

Sincerely,

Dr. Beth Yongue
State Director

CC: Mr. Chris McLennan
Ms. Tina Hlabse
Mr. Danny Moody

STATE OF NORTH CAROLINA
COUNTY OF SURRY

IN THE MATTER OF
KEVIN DALE STEVENS

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SETTLEMENT AGREEMENT

NOW COMES Kevin Dale Stevens ("Mr. Stevens") and the North Carolina Department of Agriculture and Consumer Services (the "Department") and, in order to avoid the burden and expense of litigation, hereby desires to affect a full and final settlement of this and all other disputes and controversies surrounding the Department's assessment of a civil penalty against Mr. Stevens due to his operation of an unlicensed slaughter facility.

RECITALS

WHEREAS the Department received information alleging that the slaughter, processing, and selling to the general public of non-inspected cattle (beef) products was being conducted by Mr. Stevens at 997 Bryant Road, Mount Airy, North Carolina 27030. On August 30, 2017, North Carolina Department of Agriculture and Consumer Services, Meat and Poultry Inspection Division ("MPID"), Food Compliance Officer Jake Groce ("CO Groce"), conducted mobile surveillance at 997 Bryant Road, Mount Airy, North Carolina to investigate the alleged illegal slaughtering and processing of cattle, at which time he observed two men engaging in slaughter activity of two beef calves;

WHEREAS on September 1, 2017, MPID, Compliance Officers Melanie Pollard, Marvin Lackman and Jake Groce ("CO Pollard," "CO Lackman," and "CO Groce" individually and the "Compliance Officers" collectively), along with North Carolina Forest Service Officers David Lafon and Jamie Logan, arrived at the property owned by Mr. Stevens located at 997 Bryant

Road, Mount Airy, North Carolina 27030 and announced the execution of an Administrative Search Warrant for the property.

WHEREAS upon entering Mr. Steven's property, CO's Pollard, CO Lackman and CO Groce observed and photographed the location and conditions being used by Mr. Stevens to slaughter, process and sell of misbranded/non-inspected beef meat to the general public and observed several vehicles, approximately thirty (30) individuals, one beef calf (dead) on the ground with its throat cut, a tractor with a front-end loader, a second beef carcass with hide removed, eviscerated, split and hanging from the front-end loader, and a bard. In an interior room of the barn contained the following items: Hobart bandsaw, a commercial meat grinder, a stainless steel three compartment sink, two (2) cutting tables, water hoses, sinks, utensils, a third beef carcass (that was slaughtered earlier that day and currently being processed), approximately 300 pounds of the processed beef meat that was cut up and placed in several 5 gallon buckets located on the floor, and the remaining carcass/beef meat that was being cut up and processed;

WHEREAS CO's Pollard, Lackman and Groce also located a small room (hereafter, hide room) that was used to store and cure beef hides on Mr. Stevens' property which contained a small mound of beef hides covered in salt and a pit that was being used to place the viscera that was removed from the illegally slaughtered animals inside;

WHEREAS CO's Pollard, Lackman and Groce also observed fifteen (15) live beef calves located in the livestock holding area of the barn and in the pasture located on Mr. Stevens' property;

WHEREAS CO Groce interviewed Mr. Stevens, about his alleged illegal slaughtering (without the benefit of the Department's (State) or USDA (Federal) inspection), processing, storing, offering for sale and selling of misbranded/non-inspected meat products to the general public in violation of the North Carolina Compulsory Meat Inspection Laws;

WHEREAS Mr. Stevens signed a statement dated September 1, 2017, admitting that he had purchased 18 beef cattle for him and his son (Levi Stevens) to sell and slaughter for the 2017 "Eid"

Festival, that he would charge an average of \$800.00 per animal, and that he would assist with the slaughtering and processing of the animal. Mr. Stevens further stated that when an animal is purchased he would then shoot the animal, in the head, with a rifle and the customer would slit the animal's throat, so it could bleed out. Mr. Stevens indicated that he would then assisted with the evisceration and dressing of the animal, if needed and the customer would then cut up the meat themselves using Mr. Stevens' facility and equipment;

WHEREAS Mr. Stevens admitted that from August 30, 2017 to September 1, 2017, he illegally slaughtered (without the benefit of State (the Department) or Federal (USDA) inspection), processed, stored, offered for sale and sold four (4) beef calves/cattle weighing approximately 700 pounds each to the general public;

WHEREAS Mr. Stevens admitted that for the past 2 to 3 years he has sold livestock to local farmers and has in turn assisted with the slaughtering and processing of those animals on either his property or the customers' property;

WHEREAS on September 1, 2017, Mr. Kevin Dale Stevens was issued a Custom Exemption of Federal Regulation Letter (Form C&E 19) and an on-site Cease and Desist Letter (Form C&E 20) for the slaughtering (without the benefit of State (the Department) or Federal (USDA) inspection), processing, storing, offering for sale and selling of misbranded/non-inspected meat products to the general public;

WHEREAS on October 26, 2017, the Department issued to Mr. Stevens a civil penalty assessment finding that Mr. Stevens had been found to be slaughtering (without the benefit of the Department (State) or USDA (Federal) inspection), processing, storing, offering for sale and selling misbranded/non-inspected meat products to the general public in violation of N.C. General Statutes §§ 106-549.17, 106-549.23(1), 106-549.23(3)(a) and 106-549.23(3)(b);

WHEREAS in its civil penalty assessment, the Department imposed upon Mr. Stevens a civil penalty of eight thousand dollars (\$8,000.00) for his violation of N.C. General Statutes §§ 106-549.17, 106-549.23(1), 106-549.23(3)(a) and 106-549.23(3)(b); and

WHEREAS the parties desire to enter into such a compromise and settlement solely in order to avoid the burden and expense of litigation.

AGREEMENT

NOW THEREFORE, and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Department and Mr. Stevens hereby agree as follows:

- 1) The Recitals set forth above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.
- 2) The effective date of this formal written Agreement shall be the date upon which the Director of the Department's Meat & Poultry Inspection Division signs this Agreement (as reflected by dates opposite the signature of Dr. Beth Yongue on the signature page below).
- 3) By his signature below, Mr. Stevens agrees to pay the sum of Two Thousand Dollars (\$2,000.00) to the Department within thirty (30) days of the effective date of this Agreement.

- a. Mr. Stevens' payments will be mailed addressed as follows:

Meat & Poultry Inspection Division
North Carolina Department of Agriculture and Consumer Services
Attention: Beth Yongue, Director
1050 Mail Service Center
Raleigh, North Carolina 27699-1050

- b. Mr. Stevens' payment shall be considered to have been paid on time if
Petitioner sends the payment by U.S. Postal Service First Class Mail, or other

commercial carrier, prepaid, and the envelope is postmarked on or before the date when the payment is due.

4) Mr. Stevens hereby further agrees that if he fails to pay the sum owed within the time period required by Paragraph 3 of this Agreement, or if he violates any provision of North Carolina Meat and Poultry Inspection Laws (Chapter 106, Articles 49B, 49C and 49H of the North Carolina General Statutes) within twenty four (24) months after the effective date of this Agreement, Mr. Stevens will pay the full sum of Eight Thousand Dollars (\$8,000.00) as identified in the October 26, 2017 civil penalty assessment to the Department.

a. This payment of Eight Thousand Dollars (\$8,000.00), less any amount already paid to the Department under the terms of this Settlement Agreement, shall become due to the Department immediately upon the expiration for the time for Mr. Stevens' payment of the Two Thousand Dollars (\$2,000.00) required by Paragraph 3 of this Agreement or upon Mr. Stevens' commission of a violation of North Carolina Meat and Poultry Inspection Laws, with the earliest date controlling.

5) Mr. Stevens hereby waives his right to a hearing contesting the October 27, 2017 civil penalty assessment in the North Carolina Office of Administrative Hearings and any other potential judicial review of this civil penalty assessment;

6) Mr. Stevens further agrees not to commit any other violations of North Carolina Meat and Poultry Inspection Law and that he shall not offer any land that he owns, rents, or controls, together or separately, as a place to slaughter and/or process animals for food, except as provided by law for animals of his own raising, to be fed to his own family, employees or non-paying guests.

- 7) Mr. Stevens hereby promises and grants to the Department the right to enter his property located at 997 Bryant Road, Mount Airy, North Carolina, and all other properties that he currently owns, either jointly or individually, leases or has use of for a period of twenty four (24 months) following the effective date of this settlement agreement.
- a. The Department agrees that the sole purpose for their use of this right of entry shall be to investigation potential violations of North Carolina Meat and Poultry Inspection Laws;
 - b. The Department further agrees that this right to conduct such inspections shall not include the right to enter and inspect any building on any of the properties mentioned herein that are used solely as human habitation;
 - c. Mr. Stevens agrees that the Department's right to enter and to inspect those properties and their buildings shall be without notice, at any time;
 - d. Mr. Stevens shall, within five (5) days after the effective date of this Agreement, provide to the Department a written list of all the properties he currently owns, leases or has use of, both jointly or individually, including the properties' street address or gps coordinates;
 - e. Mr. Stevens further promises and agrees that, upon purchasing, leasing or otherwise receiving the use and/or control of any other parcels of land in the State of North Carolina within twenty four (24) months after the effective date of this Agreement, he shall:
 - i. notify the Department in writing within forty-eight hours of receiving access to or control of said parcels of land;

- ii. grant Department the same right of entry and inspection thereto;
and;
 - iii. provide the Department with the newly acquired land parcel's
address or gps coordinates.
- 8) By its representative's signature below, subject to the terms of this Agreement and in exchanges for the consideration offered herein, the Department hereby agrees to accept two thousand dollars (\$2,000.00) as full payment and satisfaction of any amount owed by Mr. Stevens to the Department pursuant to the October 27, 2017 civil penalty assessment.
- 9) An action to recover any amount under this Agreement shall not relieve any party from any other penalty permitted by law.
- 10) The parties agree to bear their own attorneys' fees and costs associated with this Agreement and with the matters referenced in this Agreement.
- 11) The persons signing this Agreement below represent and warrant that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.
- 12) The parties acknowledge that this Agreement contains the entire agreement between them regarding the matters set forth and described in it, and that it supersedes all previous negotiations, discussions and understandings between them regarding such matters.
- 13) The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed and signed by all signatories hereto.

14) The parties acknowledge and agree that any and all disputes arising out of or under this Agreement, whether sounding in contract, tort or otherwise and including, among all others, the validity, construction, interpretation and enforcement of this Agreement, shall be governed by North Carolina law. Despite the foregoing, the parties further acknowledge and agree that this Agreement shall not be interpreted in favor or against any party based upon which party drafted or participated in drafting this Agreement.

15) The parties attest that this Agreement is voluntarily made after ample opportunity to review the document with any individuals, advisors and counsel so desired.

IN TESTIMONY WHEREOF, the parties have set their hands and seals on the dates indicated below:

FOR KEVIN DALE STEVENS



Mr. Kevin Dale Stevens
997 Bryant Road
Mount Airy, North Carolina 27030

Date: 1/8/18

FOR THE DEPARTMENT:



Dr. Beth Yongue
Director, Meat and Poultry Inspection Division
North Carolina Department of Agriculture & Consumers Services

Date: 1/22/18

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
MEAT & POULTRY INSPECTION DIVISION**

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

IN THE MATTER OF

**MR. CHARLES ROLAND MCGLAMERY and)
MS. LINDA FOSTER MCGLAMERY)**

CONSENT AGREEMENT

**FOR VIOLATIONS OF NORTH CAROLINA)
COMPULSORY MEAT INSPECTION LAWS)
G.S. §106-549.17, § 106-549.23(1))
§106-549.23(3)(a) & 106-549.23(3)(b))**

NOW COMES the North Carolina Department of Agriculture and Consumer Services, Meat and Poultry Inspection Division, by and through Dr. Beth Yongue, Director, and Mr. Charles Roland McGlamery and Ms. Linda Foster McGlamery. The parties have reached a resolution in regards to a certain Notice of Violation and Assessment of Civil Penalty, as evidenced by their signatures hereto, whereby it is agreed:

1. That the North Carolina Department of Agriculture and Consumer Services, Meat and Poultry Inspection Division (hereinafter referred to as "the Department") filed a "Notice of Violations and Assessment of Civil Penalty" against Mr. Charles Roland McGlamery and Ms. Linda Foster McGlamery (hereinafter referred to as "the McGlamerys") of M&M Farms on November 27, 2017;
2. That the Notice of Violations alleged four separate violations of Chapter 106 of the North Carolina General Statutes, and assessed a civil penalty in the amount of two thousand dollars (\$2,000.00) per violation for a total civil penalty assessment of eight thousand dollars (\$8,000.00); That the "Notice of Violations and Assessment of Civil Penalty" is incorporated herein by reference as if more fully set forth herein;
3. That a copy of the "Notice of Violations and Assessment of Civil Penalty" was mailed to the McGlamerys, via certified US Mail return receipt requested, on November 27, 2017;
4. That the McGlamerys received a copy of said "Notice of Violations and Assessment of Civil Penalty;"

THE UNITED STATES OF AMERICA
DO NOT RECOGNIZE THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

IN WASHINGTON, D.C.

DEPARTMENT OF STATE

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D.C. 20540

AMERICAN LEGATION
PEKING, CHINA
100005

THE AMERICAN LEGATION IN PEKING
HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT
OF YOUR LETTER OF THE 10TH INSTANT
IN WHICH YOU REQUESTED THAT THE
UNITED STATES OF AMERICA
RECOGNIZE THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA.

THE UNITED STATES OF AMERICA
DO NOT RECOGNIZE THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA.

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REPUBLIC OF CHINA.

5. That after discussion, the Department and the McGlamerys have agreed to the following as a full and final settlement of the violations raised in the "Notice of Violations and Assessment of Civil Penalty:"
- a. That within ten (10) days of the final execution of this agreement, the McGlamerys shall pay a civil penalty of two thousand dollars (\$2,000.00) to the Department;
 - b. That the McGlamerys shall be granted a twelve (12) month period to be in compliance with all departmental regulations regarding the slaughtering, processing, storing and offering for sale, and selling meat products, and to be duly inspected; That the twelve (12) month period shall commence on the date that this agreement has been executed by all parties;
 - c. That should the McGlamerys comply with subparagraph (b) above, no additional civil assessment shall be due and owing; however, should the McGlamerys not be in compliance with subparagraph (b) above, the McGlamerys shall pay an additional two thousand dollar (\$2,000.00) civil penalty to the Department;
6. That this is the complete agreement of the parties and shall resolve all issues raised by the November 27, 2017 Notice of Violations and Assessment of Civil Penalty;

This the 26th day of February 2018.

BY CONSENT



Dr. Beth Yongue
Director, Meat and Poultry Inspection Division
North Carolina Department of Agriculture



Mr. Charles Roland McGlamery, M&M Farms



Ms. Linda Foster McGlamery, M&M Farms

1. The first part of the document is a letter from the President of the United States to the Congress.

2. The second part of the document is a report from the Secretary of the Treasury.

3. The third part of the document is a report from the Secretary of the Interior.

4. The fourth part of the document is a report from the Secretary of the Navy.

5. The fifth part of the document is a report from the Secretary of the War.

6. The sixth part of the document is a report from the Secretary of the State.

7. The seventh part of the document is a report from the Secretary of the Army.

8. The eighth part of the document is a report from the Secretary of the Marine Corps.

9. The ninth part of the document is a report from the Secretary of the Air Force.

10. The tenth part of the document is a report from the Secretary of the Coast Guard.

11. The eleventh part of the document is a report from the Secretary of the Customs Service.

12. The twelfth part of the document is a report from the Secretary of the Patent Office.

13. The thirteenth part of the document is a report from the Secretary of the Copyright Office.

14. The fourteenth part of the document is a report from the Secretary of the Trademark Office.

15. The fifteenth part of the document is a report from the Secretary of the Copyright Office.

16. The sixteenth part of the document is a report from the Secretary of the Patent Office.

17. The seventeenth part of the document is a report from the Secretary of the Copyright Office.

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48. The forty-eighth part of the document is a report from the Secretary of the Patent Office.

49. The forty-ninth part of the document is a report from the Secretary of the Copyright Office.

50. The fiftieth part of the document is a report from the Secretary of the Patent Office.

COUNTY OF CHATHAM

**N.C. DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES,
MEAT & POULTRY INSPECTION
DIVISION**

Complainant

v.

MR. MOHAMMED SBAITI

Respondent.

SETTLEMENT AGREEMENT

RECITALS

Mr. Mohammed Sbaiti (“Mr. Sbaiti” or the “Respondent”) and the North Carolina Department of Agriculture and Consumer Services (the “Complainant”) desire to fully and finally settle this and all other disputes and controversies surrounding the Defendant’s operation of an unlicensed slaughter facility and failure to properly dispose of animal remains, and desire to affect a full and final settlement solely in order to avoid the burden and expense of continued litigation.

Whereas:

a) On October 4, 2014, NCDA & CS, MPID Food Compliance Officers Daniel E. Moody Jr., Willis Craig Philyaw, Marvin Lackman and Phillip Renshaw (hereinafter, CO Moody, CO Philyaw, CO Lackman and CO CO Renshaw, respectively), arrived at the property of Mr. Mohammed Sbaiti, 1169 Joe Womble Road, Pittsboro, NC (hereinafter, the Sbaiti's farm), and executed a search warrant of the property on behalf of the North Carolina Department of Agriculture and Consumer Services.

b) At the Sbaiti's farm on October 4, 2014, CO Moody, CO Philyaw, CO Lackman and CO Renshaw observed, photographed and videotaped a non-inspected slaughter/processing

facility/location and services being provided to the general public and in full operation. All of the following findings refer to their observations and findings at the Sbaiti's farm on said date.

c) On October 4, 2014 CO Moody, CO Philyaw, CO Lackman and CO Renshaw observed approximately 30 males, females and children in a field area on the Sbaiti's farm.

d) When CO Lackman attempted to question said males, a spokesman for the group stated that the group was at Mr. Sbaiti's farm to purchase a lamb and/or goat for a price of one hundred fifty dollars (\$150.00) per animal and an additional fee of twenty five dollars (\$25.00) for the slaughter and/or processing of each animal.

e) CO Moody, CO Philyaw, CO Lackman and CO Renshaw also observed six (6) slaughtered lambs and/or goats that were hanging from a wooden outside structure and in various phases of being slaughtered and processed.

f) CO Moody, CO Philyaw, CO Lackman and CO Renshaw also observed approximately twenty-five (25) live lambs and/or goats that were waiting to be slaughtered and processed.

g) CO Moody, CO Philyaw, CO Lackman and CO Renshaw observed numerous flies on the carcasses that were being slaughtered and processed. There was no means observed to sterilize or sanitize the knives and other equipment used to slaughter and/or process the animals.

h) CO Moody, CO Philyaw, CO Lackman and CO Renshaw observed two males cutting up a lamb carcass on a large dirty wooden stump. The two males placed the cut-up pieces of the lamb carcass in a plastic ice cooler.

i) CO Moody, CO Philyaw, CO Lackman and CO Renshaw also observed several sheep heads and sheep hides on the ground, in a five gallon bucket and also in a wheel barrow internal organs and animal heads were observed. An excessive amount of blood, ponding water, manure/fecal material was on the ground and around the slaughter area from the day(s) slaughter activities.

j) CO Moody, CO Philyaw. CO Lackman and CO Renshaw found no means or devices to render the animals insensible to pain prior to the slashing of their throats.

k) The observations and conditions described above constitute numerous unsanitary conditions and practices which led to the direct adulteration of the slaughtered animals. These unsanitary conditions and practices included:

1. animals being processed (washed, cut-up, etc.) directly on a dirty wooden stump;
2. slaughter/processing utensils (knives, axe, hatchet, etc.) showed no signs of routine cleaning or any means of sanitizing the utensils;
3. carcass offal, bones, hooves, leg pieces, hair, fecal material and several animal heads were lying on the ground, in five gallon buckets and in a wheel barrel from that day's slaughter or processing activities;
4. blood, ponding water and fecal material was observed on the ground in the slaughter/processing area from that day's slaughter and previous day(s) slaughter activities;
5. no evidence of any hot water or any other means to sanitize equipment or tools; and
6. numerous flies were on carcasses due to the open air conditions.

l) On October 4, 2014, CO Lackman informed Mr. Mohammed Sbaiti to cease and desist from the slaughtering/processing of animals at his non-inspected slaughter/processing location.

m) The slaughtering/processing facility/location owned and operated by Mr. Mohammed Sbaiti is not a NCDA or USDA inspected facility.

Whereas Complainant has issued to respondent a written notice of civil penalty assessment for violation of G.S. §§106-549.17 and 106-49.23 by operating/providing a facility and services for the slaughter of animals by/for the general public without benefit of NCDA or USDA inspection. Complainant may be assessed a civil penalty of up to five thousand

(\$5,000.00) dollars per violation under G.S. §106-549.35(c).

Whereas Respondent received written notice of said civil penalty which is attached hereto and hereby incorporated herein by reference as Appendix A;

Whereas, the sum of the civil penalty assessment was \$6,000.00;

Whereas Defendant failed to pay said civil penalties and has not petitioned for a contested case hearing before the North Carolina Office of Administrative Hearings to contest the same;

WHEREAS the parties desire to resolve these matters without further litigation.

NOW THEREFORE, the parties agree as follows:

1) Whereas, within ten days (10) of the date both parties have signed this formal written settlement agreement, Respondent shall remove or cause to be removed all equipment and other items (hereinafter, "equipment") that can be used for the slaughter and/or processing of animals for human consumption, except for the following items:

a) _____;

b) _____;

A.D. None (initial)

from Sbaiti's farm, 1169 Joe Womble Road, Pittsboro, NC, and all such items will be disposed of in a lawful fashion by sale or disposal in a landfill or other appropriate facility within forty-eight hours after removal. Removal of the equipment from Sbaiti's farm shall take place in the presence of the Complainant's designated representative. If the equipment is sold, Respondent shall provide the Complainant with the name and address of the person or company purchasing it within twenty-four hours of delivering the equipment to the purchaser. The parties further understand and agree that Respondent may use the items of equipment mentioned above only for the slaughtering or processing of animals of his own raising, and the preparation by

him of the carcasses, parts thereof, meat and meat food products of such animals exclusively for use by him and members of his household and his nonpaying guests and employees, as provided in N.C. Gen. Stat. § 106-549.27(a)(1);

2) Respondent hereby agrees to pay the sum of three thousand dollars (\$3,000.00) to the Plaintiff as consideration for this settlement agreement. The parties agree and acknowledge that the Plaintiff is required by law to turn said payment over to the Department of Public Instruction. Defendant shall pay the Plaintiff according to the following schedule:

- a. Defendant shall pay the Plaintiff the sum of five hundred dollars (\$500.00) on or before April 20, 2015;
- b. Defendant shall pay the remaining balance of two thousand five hundred dollars (\$2,500.00) in twenty-five equal monthly installments of one hundred dollars (\$100.00) due on the first day of each month, sent to:

**NC Department of Agriculture & Consumer Services
ATTN: Alan Wade, State Director
Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, N.C. 27699-1001**

beginning on that date of the month following the month in which all of the parties to this Settlement Agreement have executed this Settlement Agreement. A monthly payment is late and the Defendant is in breach of this Settlement Agreement if payment is received after 5:00 p.m. of the date due. Receipt of payment in an envelope postmarked or otherwise dated by commercial courier or the U.S. Postal Service on or before the date due, which is received after the date due, shall be deemed to be on time;

3) As further consideration Respondent shall sign Appendix B, a Confession of Judgment in favor of the Complainant for the sum of three thousand dollars (\$3,000.00). The Complainant shall not file said Confession of Judgment with the Court unless the Respondent violates this settlement agreement by:

- a. Failing to pay the \$3,000.00 within the time and according to the terms provided in this Settlement Agreement;
 - b. Failing to remove the equipment from Sbaiti's Farm, 1169 Joe Womble Road, Pittsboro, NC, by the deadline stated herein, unless Complainant finds that there is a good reason to grant the Respondent additional time in which to do so;
 - c. Returning the equipment or other items to Sbaiti's Farm, 1169 Joe Womble Road, Pittsboro, NC, that, in the opinion of the Plaintiff's compliance officers, enables the Respondent to conduct unlicensed, uninspected slaughter there again; or
 - d. Committing another violation of the laws and/or rules enforced by the Meat and Poultry Inspection Division, specifically but not limited to Articles 49B and 49C of the North Carolina Mandatory Meat and Poultry Inspection Law, there regulations enacted thereunder, or G.S. § 106-403 and the regulations enacted thereunder.
- 4) Complainant may deem Respondent to be in breach of this Settlement Agreement upon finding:
- e. Respondent has failed to make timely payment; if Respondent finds he lacks sufficient funds to make a monthly payment, he shall notify the Complainant before payment is due and request that the payment be rolled over to the next month.

either jointly with others or individually, leases or has use of. Respondent shall, when he executes of this Settlement Agreement, provide to the Complainant a list of all the properties he currently owns, leases or has use of, both jointly with others or individually, including the properties' street address or GPS coordinates. Respondent shall provide to the Complainant a list of all said properties, Appendix C, which is attached hereto and incorporated herein by reference. Complainant's right to enter and to inspect those properties and their buildings shall be without notice, at any time (24hours per day/7 days per week). Respondent further promises and agrees that, upon purchasing, leasing or otherwise receiving the use and/or control of any other parcels of land in the State of North Carolina after his execution of this agreement, he shall:

- a.) notify the Complainant within forty-eight hours of receiving access to or control of said parcels of land;
 - b) grant Complainant the same right of entry and inspection thereto; and
 - c) provide the Complainant with the newly acquired land parcel's address or GPS coordinates.
- 8) Complainant hereby agrees that the right to conduct such inspections described in paragraph 7 shall not include the right to enter and inspect any building on any of the properties mentioned herein that are used solely as human habitation; and
- 9) Respondent further agrees not to commit any other violations of the North Carolina Meat and Poultry Inspection Law, articles 49B, 49C and 49H, or of G.S. § 106-403 or the regulations enacted thereunder.

In return, the Complainant hereby agrees as follows:

- 1) Complainant accepts three thousand dollars (\$3,000.00) in compromise of its civil penalty assessment in order to settle this matter;

- 2) Complainant agrees not to file Respondent's Confession of Judgment, Appendix B, unless Respondent violates this Settlement Agreement;
- 3) Complainant hereby agrees that, if Respondent complies with the Settlement Agreement completely and commits no violations of the North Carolina Meat and Poultry Inspection Law, its regulations or of G.S. § 106-403 and 02 NCAC 52C .0102 for from the date the Settlement Agreement is signed by both parties, until Respondent has paid the entire sum of \$3,000.00 to Complainant as provided above, the Complainant will return the original Confession of Judgment to the Respondent for cancellation unless Appendix B has been filed with the Clerk of Court of the county in which Respondent resides.

The parties mutually agree to act in good faith in the implementation of this agreement. The parties agree to bear their own attorney's fees. It is understood between the parties that this Agreement contains the entire agreement between the parties hereto regarding the matters set forth, and it supersedes all previous negotiations, discussions and understandings regarding such matters.

The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed by all signatories hereto.

The effective date of this Agreement will be the date on which it has been executed by all parties as shown on the signature lines below.

North Carolina law shall govern the interpretation and enforcement of this Agreement.

IN TESTIMONY WHEREOF, the parties have set their hands and seals on the dates indicated below:


DEFENDANT



MOHAMMED SBAITI

Date: 4/20/15


ATTORNEY FOR COMPLAINANT



Barry H. Bloch
Assistant Attorney General
N.C. Department of Justice

Date: 4/21/2015

FOR COMPLAINANT



ALAN WADE
Director, Meat and Poultry Inspection Division
North Carolina Department of Agriculture & Consumers Services

Date: April 20, 2015

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

COUNTY OF CHATHAM

Case No.: 00

**STATE OF NORTH CAROLINA, ex rel.,
NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES.**

Plaintiff,

V.

MOHAMMED SBAITI.

Defendant.

JUDGMENT

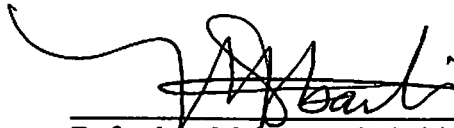
Defendant now deposes and says that he is resident of Chatham County, North Carolina, and authorizes the Court to enter judgment in favor of Plaintiff in the sum of three thousand dollars (\$3,000.00), with interest from _____, 20____.

Defendant may become liable to Plaintiff in this amount because he entered into a Settlement Agreement with Plaintiff on _____, 2015, to settle and resolve litigation of the civil penalties Plaintiff assessed against the Defendant. Plaintiff brought that case against the Defendant to reduce to a judgment Plaintiff's issuance of civil penalty assessments against the Defendant for having operated an unlicensed, uninspected animal slaughter and processing facility in violation of the N.C. Mandatory Meat Inspection Law, on the land around Defendant's residence at 1169 Joe Womble Road, Pittsboro, NC.

The Parties resolved the matter before the Superior Court of Chatham County pursuant to the above-referenced Settlement Agreement, which is attached hereto and incorporated by reference. In said Settlement Agreement the Defendant promised to comply with the referenced statutes and regulations by rendering the property and buildings unsuitable for the slaughter and processing of animals for food. Defendant also agreed in said Settlement Agreement to execute this Judgment in favor of the Plaintiff. As full and fair consideration for said promises and actions, the parties agreed that the Plaintiff would not file and execute upon this Judgment unless and until it found that the Defendant had violated the North Carolina Mandatory Meat Inspection laws, or G.S. § 106-403 or otherwise failed to comply with the terms and obligations of said Settlement agreement.

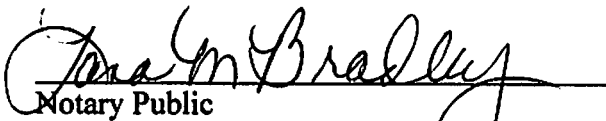
On _____, 20____, Plaintiff's officers discovered that Defendant had failed to meet his obligations under said Settlement Agreement by committing the violations set forth in the report issued by the Plaintiff, which is attached hereto and incorporated by reference.

On _____, 20____, Plaintiff's officers discovered that Defendant had failed to meet his obligations under said Settlement Agreement by failing to pay the sum of \$_____ as promised in said Settlement Agreement, a material breach thereof and sufficient and lawful reason for Plaintiff to file this Judgment against Defendant.



Defendant Mohammed Sbaiti

Sworn to and subscribed before
me this 20 day of April, 2015.


Notary Public

LANA M BRADLEY
Notary Public
Chatham Co., North Carolina
My Commission Expires Jan. 22, 2017

Upon the foregoing confession of judgment, IT IS THEREFORE ORDERED that judgment is entered for Plaintiff against Defendants in the sum of three thousand dollars (\$3,000.00), with interest to run from _____, 20____, together with the costs in the sum of \$_____. Said judgment amount is reduced and Defendant is given credit for payment of the sum of \$_____, which Plaintiff hereby acknowledges receipt of prior to filing of this Confession of Judgment.

This the _____ day of _____, 20____.

Clerk of Court

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
18 DAG 02248 & 18 DAG 03387

MR. PEDRO HERNANDEZ,
MS. ZENaida HERNANDEZ,
MR. FELICITO HERNANDEZ,

Petitioners,

v.

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, MEAT & POULTRY
INSPECTION DIVISION,

Respondent.

SETTLEMENT AGREEMENT

PURSUANT TO N.C. Gen. Stat. 150B-22 and 150B-41(c), which express the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this agreement (hereinafter the "Agreement") is made and entered into by and between Respondent, the North Carolina Department of Agriculture and Consumer Services, Meat and Poultry Inspection Division (hereinafter the "NCDA&CS, MPID"), and Petitioners, Mr. Pedro Hernandez, Ms. Zenaida Hernandez, and Mr. Felicito (Phil) Hernandez (collectively hereinafter "Petitioners"), effective as of the date reflected by signature of Dr. Beth Yongue, Director of the NCDA&CS, MPID, appearing on page 9 of this Agreement.

RECITALS

WHEREAS, on or about April 29, 2013 Petitioners and NCDA&CS, MPID entered into a Settlement Agreement (hereinafter the "2013 Agreement") resolving a dispute surrounding a civil penalty that NCDA&CS, MPID issued to Petitioners due to alleged violations of North Carolina Meat Inspection and Poultry Products Laws (a copy the 2013 Agreement is attached as Appendix A to this Agreement);

WHEREAS, Petitioner Felicito Hernandez still owes NCDA&CS, MPID Three Thousand Six Hundred Dollars (\$3,600.00) under the terms of the 2013 Agreement;

WHEREAS, on February 19, 2018, NCDA&CS, MPID issued Petitioners a civil penalty in the amount of One Hundred and Twelve Thousand Dollars (\$112,000.00) (hereinafter the "First Civil Penalty") for alleged violations of North Carolina Meat Inspection and Poultry Products Laws (Articles 49B, C and D of Chapter 106 of the General Statutes) (a copy of the First Civil Penalty is attached as Appendix B to this Agreement);

WHEREAS, on April 3, 2018, NCDA&CS, MPID issued Petitioners a civil penalty in the amount of Twenty Five Thousand Dollars (\$25,000.00) (hereinafter the "Second Civil Penalty") for alleged violations of North Carolina Meat Inspection and Poultry Products Laws (Articles 49B, C and D of Chapter 106 of the General Statutes) (a copy of the Second Civil Penalty is attached as Appendix C to this Agreement);

WHEREAS, Petitioners deny the alleged violations in the First Civil Penalty and the Second Civil Penalty and deny that they have committed any violation of law;

WHEREAS, Petitioners timely appealed the First Civil Penalty by filing a Petition for a Contested Case Hearing with the North Carolina Office of Administrative Hearings (18 DAG 02248);

WHEREAS, Petitioners timely appealed the Second Civil Penalty by filing a Petition for a Contested Case Hearing with the North Carolina Office of Administrative Hearings (18 DAG 03387);

WHEREAS, NCDA&CS, MPID and Petitioners desire to fully and finally compromise and settle all disputes and controversies between them involving or arising out the First Civil Penalty and the Second Civil Penalty;

WHEREAS, NCDA&CS, MPID and Petitioners desire to enter into such a compromise and settlement solely in order to avoid the burden and expense of litigation.

AGREEMENT

NOW THEREFORE, for and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, NCDA&CS, MPID and Petitioners agree as follows:

1. The Recitals set forth above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. Petitioners agree to remove all meat slaughter and processing equipment, including, but not limited to the current scalding vat, from the premises located at 1919, 1941, 1942, 1945, and 1953 Dilling Farm Road, Charlotte, North Carolina 28214 within thirty (30) days of the effective date of this Agreement.

a. Petitioners shall provide NCDA&CS, MPID a written statement indicating where each item of equipment was sold or disposed of.

- b. Nothing in this Agreement shall prohibit Petitioners from retaining any equipment that will be lawfully used solely for the purpose of operating under the "Producer/Grower 20,000 Poultry Exemption" as outlined in Paragraph 11 of this Agreement.
3. Petitioners shall not return any meat slaughter or processing equipment to the premises located at 1919, 1941, 1942, 1945, or 1953 Dilling Farm Road, Charlotte, North Carolina 28214 without first receiving express written permission from NCDA&CS, MPID and doing so without such permission shall constitute a breach of this Agreement.
 - a. Nothing in this Agreement shall prohibit Petitioners from acquiring equipment that will be lawfully used solely for the purpose of operating under the "Producer/Grower 20,000 Poultry Exemption" as outlined in Paragraph 11 of this Agreement.
4. Petitioners will grant NCDA&CS, MPID inspectors access to any property they own, or have authority to grant right of access to, including but not limited to located at 1919, 1941, 1942, 1945, and 1953 Dilling Farm Road, Charlotte, North Carolina 28214, for a period of six (6) years following the effective date of this Agreement.
 - a. The right of access granted to NCDA&CS, MPID will be authorized solely for the purpose of conducting inspections into potential violations of North Carolina Meat Inspection and Poultry Products Laws (Articles 49B, C and D of Chapter 106 of the General Statutes).
 - b. The right of access granted to NCDA&CS, MPID shall specifically include all barns and out buildings in which meat or poultry slaughter, processing, or storage could occur.
 - c. The right of access granted to NCDA&CS, MPID shall not include building that are being used solely as residential dwelling places (i.e., bedrooms/living rooms in a house).
 - d. Petitioners will provide NCDA&CS, MPID a written list of all property that they own or have authority to grant right of access to within thirty (30) days of the effective date of this Agreement.
 - e. If Petitioners acquire new property for which they have the authority to grant right of access within six (6) years of the effective date of this Agreement, they shall notify NCDA&CS, MPID of the property within fifteen (15) days of acquiring the authority to grant right of access.
5. Petitioners agree that they shall not commit any future violations of North Carolina Meat Inspection Law or Poultry Products Laws (Articles 49B, C and D of Chapter 106 of the General Statutes) and acknowledge that doing so shall constitute a breach of this agreement.

6. Petitioner Felicito Hernandez agrees to pay NCDA&CS, MPID the entire Three Thousand Six Hundred Dollars (\$3,600.00) that remains due under the 2013 Agreement in a single payment.

- a. Petitioner Felicito Hernandez payment of Three Thousand Six Hundred Dollars (\$3,600.00) is due to NCDA&CS, MPID within thirty (30) days of the effective date of this Agreement.**
- b. Petitioner Felicito Hernandez payment of Three Thousand Six Hundred Dollars (\$3,600.00) shall be mailed addressed as follows:**

**North Carolina Department of Agriculture and Consumer Services
Meat and Poultry Inspection Division
Attention: Dr. Beth Yongue, Director
1001 Mail Service Center
Raleigh, North Carolina 27699-1001**

- c. Petitioner Felicito Hernandez's payment shall be considered to have been paid on time if he sends the payment by U.S. Postal Service First Class Mail, or other commercial carrier, prepaid, and the envelope is postmarked on or before the date when the payment is due.**

7. Petitioner Felicito Hernandez agrees to pay NCDA&CS, MPID, and NCDA&CS, MPID agrees to accept, Sixty One Thousand Dollars (\$61,000.00) in order to fully resolve any and all disputes involving the First Civil Penalty and the Second Civil Penalty.

- a. Petitioner Felicito Hernandez shall pay the Sixty One Thousand Dollars (\$61,000.00) in sixty on (61) payments of One Thousand Dollars (\$1,000.00) each.**
- b. Petitioner Felicito Hernandez's first payment of One Thousand Dollars (\$1,000.00) shall be due on sixty (60) days from the effective date of this Agreement. Respondent's remaining payments, in the amount of One Thousand Dollars (\$1,000.00) each, shall be due on the first day of every subsequent month until the remaining balance is completely paid.**
- d. Petitioner Felicito Hernandez payments of One Thousand Dollars (\$1,000.00) each shall be mailed addressed as follows:**

**North Carolina Department of Agriculture and Consumer Services
Meat and Poultry Inspection Division
Attention: Dr. Beth Yongue, Director
1001 Mail Service Center
Raleigh, North Carolina 27699-1001**

- e. **Petitioner Felicito Hernandez's payments shall be considered to have been paid on time if he sends the payment by U.S. Postal Service First Class Mail, or other commercial carrier, prepaid, and the envelope is postmarked on or before the date when the payment is due.**

8. As further evidence of good faith and as consideration for this Agreement, Petitioner Felicito Hernandez acknowledges that he has signed, before a Notary Public, a Confession of Judgment in the amount of Sixty One Thousand Dollars (\$61,000.00) in favor of NCDA&CS, MPID (a copy of the Confession of Judgment is attached as Appendix D to this Agreement).

- a. **Petitioner Felicito Hernandez further acknowledges and agrees that if he fails to make any payment required under the terms of this Agreement, NCDA&CS, MPID may institute an action in Wake County Superior Court, and file the Confession of Judgment, in order to recover any unpaid amount under the terms of this Agreement. An action to recover any amount under this section shall not deprive NCDA&CS, MPID of any other remedies permitted by law against Petitioner Felicito Hernandez.**
- b. **NCDA&CS, MPID hereby agrees that, so long as Petitioner Felicito Hernandez complies with the terms of this Agreement, NCDA&CS, MPID will not institute any civil action against Petitioner Felicito Hernandez to collect the sum of money owed pursuant to this Agreement or file the Confession of Judgment Petitioner Felicito Hernandez has executed and provided to NCDA&CS, MPID.**
- c. **Furthermore, NCDA&CS, MPID agrees to file the Confession of Judgment only if Petitioner Felicito Hernandez fail to make a payment on time, pursuant to the terms of this Agreement, after giving Petitioner Felicito Hernandez notice of his failure to make said payment, and after allowing Petitioner Felicito Hernandez fifteen (15) business days to cure his breach by paying the amount due in full.**
- d. **NCDA&CS, MPID reserves the right to forgo filing the Confession of Judgment if it finds a good reason to refrain from doing so. However, if NCDA&CS, MPID in the sound exercise of its discretion refrains from filing the Confession of Judgment, it is not a waiver of its right to do so later.**
- e. **In the unexpected event of Petitioner Felicito Hernandez's death during this time in which he is still making payments pursuant to Paragraph 8 of this Agreement, if at the time of his death Petitioner Felicito Hernandez had not breached, and was in compliance with, the terms of this Agreement, then NCDA&CS, MPID will waive the remaining amounts owed. Nothing in this Agreement waives NCDA&CS, MPID's right to collect any amount owed from Petitioners' estates, successors, and/or assigns for any amount owed as a result of a breach of this Agreement.**

- f. NCDA&CS, MPID further agrees that, once Petitioner Felicito Hernandez has made their final payment and NCDA&CS, MPID has received Sixty One Thousand Dollars (\$61,000.00) in satisfaction of the terms of this Agreement, NCDA&CS, MPID shall provide to Petitioner Felicito Hernandez a document confirming receipt of payment and releasing Petitioner Felicito Hernandez from further liability under this Agreement. At this time, NCDA&CS, MPID will also provide Petitioner Felicito Hernandez with the original Confession of Judgment, unless original Confession of Judgment has already been filed by reason of Petitioner Felicito Hernandez's breach of this Agreement.

9. If Petitioner Felicito Hernandez commits any violation of North Carolina Meat Inspection Law and/or Poultry Products Laws (Articles 49B, C and D of Chapter 106 of the General Statutes) during the time in which he is still making payments pursuant to Paragraph 7 of this Agreement, Petitioner Felicito Hernandez shall be immediately responsible for paying NCDA&CS, MPID the full sum of One Hundred and Thirty Seven Thousand Dollars (\$137,000.00) listed in the First and Second Civil Penalty, less any amount paid pursuant to Paragraph 7 of this Agreement prior to the violation.

10. Petitioner Pedro Hernandez and Petitioner Zenaida Hernandez are not financially responsible for any of the payments and/or potential payments agreed to by Petitioner Felicito Hernandez under the terms of this Agreement.

- a. If Petitioner Pedro Hernandez commits any violation of North Carolina Meat Inspection Law and/or Poultry Products Laws (Articles 49B, C and D of Chapter 106 of the General Statutes), or allows any such violation to occur on land that he owns, during the time in which Petitioner Felicito Hernandez is still making payments pursuant to this Agreement, then Petitioner Pedro Hernandez shall immediately become jointly and severally responsible for all sums owed by Petitioner Felicito Hernandez under this Agreement.
- b. If Petitioner Zenaida Hernandez commits any violation of North Carolina Meat Inspection Law and/or Poultry Products Laws (Articles 49B, C and D of Chapter 106 of the General Statutes), or allows any such violation to occur on land that she owns, during the time in which Petitioner Felicito Hernandez is still making payments pursuant to this Agreement, then Petitioner Zenaida Hernandez shall immediately become jointly and severally responsible for all sums owed by Petitioner Felicito Hernandez under this Agreement.

11. Nothing in this Agreement shall prohibit Petitioners from lawfully operating under the "Producer/Grower 20,000 Poultry Exemption," provided that Petitioners fully comply with all applicable laws and rules and operate in accordance with requirements of Appendix E to this Agreement, which is hereby incorporated by reference. Petitioners further acknowledge and agree that:

- a. Petitioners will not begin slaughtering, processing, or selling any poultry without first obtaining a written statement from NCDA&CS, MPID indicating that the premises where the slaughter/processing will occur, and the equipment that will be utilized, is sanitary.
 - b. If Petitioners choose to operate under the "Producer/Grower 20,000 Poultry Exemption," Petitioners agree to keep accurate records documenting: the date and quantity of all poultry slaughtered and the date and quantity of all poultry sold. Petitioner further agrees to make these records available to NCDA&CS, MPID upon request and retain them for a period of three (3) years after the sale date.
 - c. Nothing in this Agreement shall prohibit Petitioners from buying and utilizing an appropriate poultry scalding vat for use in accordance with the "Producer/Grower 20,000 Poultry Exemption."
12. Petitioners agrees to voluntarily dismiss their Petitions for Contested Case Hearings in North Carolina Office of Administrative Hearing File Nos. 18 DAG 02248 & 18 DAG 03387 with prejudice within thirty (30) days of the effective date of this Agreement.
13. An action to recover any amount under this Agreement shall not relieve any party from any other penalty permitted by law.
14. The parties agree to bear their own attorneys' fees and costs associated with this Agreement and with the matters referenced in this Agreement.
15. The persons signing this Agreement below represent and warrant that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.
16. The parties acknowledge that this Agreement contains the entire agreement between them regarding the matters set forth and described in it, and that it supersedes all previous negotiations, discussions and understandings between them regarding such matters.
17. The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed and signed by all signatories hereto.
18. The parties acknowledge and agree that any and all disputes arising out of or under this Agreement, whether sounding in contract, tort or otherwise and including, among all others, the validity, construction, interpretation and enforcement of this Agreement, shall be governed by North Carolina law. Despite the foregoing, the parties further acknowledge and agree that this Agreement shall not be interpreted in favor or against any party based upon which party drafted or participated in drafting this Agreement.
19. If any of the provisions of this Agreement are later determined to be invalid or unenforceable by a court of competent jurisdiction, the provisions found to be invalid of unenforceable shall be treated as being severable from the other provisions of this Agreement and

this Agreement shall be construed and enforced as if any such invalid or unenforceable provision(s) had not been included in the Agreement.

20. The parties attest that this Agreement is voluntarily made after ample opportunity to review the document with any individuals, advisors and counsel so desired.

21. This Agreement shall be binding upon the parties, their successors and assigns, upon execution by the undersigned, who represent and warrant that they are authorized to enter into this Agreement on behalf of the parties hereto.

22. Petitioners deny they are guilty of any violation of law and note that their consent to the terms of this Agreement is solely in order to timely resolve this matter. This Agreement shall not be constituted as an admission of guilt as to any of the alleged violations. However, NCDA&CS, MPID and Petitioners expressly acknowledge and agree that this Agreement does not purport to address or resolve any potential criminal liability for the alleged violations.

Agreement continues on the follow pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and consent to the terms contained therein by way of their signatures below.

PETITIONERS

Pedro Hernandez
Mr. Pedro Hernandez

7/24/18
Date

Zenaida Hernandez
Ms. Zenaida Hernandez

7/24/18
Date

Felicit Hernandez
Mr. Felicit Hernandez

7/24/18
Date

Each of the three signatures above was
subscribed and sworn to before me
this the 24 day of July, 2018.

Shawn A. Gregory
Notary Public

My Commission Expires: 10/22/22



RESPONDENT

Dr. Beth Yongue
Dr. Beth Yongue, Director
North Carolina Department of Agriculture
and Consumer Services, Meat and Poultry
Inspection Division

August 2, 2018
Date

Subscribed and sworn to before me
this the 2 day of August, 2018.

Linda M. Oltz
Notary Public

My Commission Expires: 1/31/2021





mcu

Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Meat and Poultry Inspection Division

W. Alan Wade
State Director

January 15, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Wayne Shuler
Shuler Meats, Inc.
124 Shuler Road
Thomasville, North Carolina 27360

RE: Civil Penalty Assessment for Violations of the
North Carolina Poultry Products Law
G.S. § 106-549.55, and § 106-549.56

Dear Mr. Shuler:

This letter is to confirm our telephone conversation on January 15, 2016, concerning your Civil Penalty Assessment in the amount of Fourteen Thousand Dollars (\$14,000.00). As agreed upon, this amount will be reduced to Ten Thousand Dollars (\$10,000.00) provided the negotiated sum is received by this office on or before March 15, 2016.

Your payment should be by certified check or money order made payable to the North Carolina Department of Agriculture and Consumer Services and Mailed to the following address:

NC Department of Agriculture and Consumer Services
Mr. W. Alan Wade, Director
Meat and Poultry Inspection Division
1001 Mail Service Center
Raleigh, NC 27699-1001

Sincerely,

W. Alan Wade

W. Alan Wade
State Director

WAW/wcp